

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Plain Copier, Xerographic Paper

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Veteran Affairs

Single Award

CONTRACT TERM: The term of this contract is for the period beginning Date of Award and ending January 31, 2010, plus up to three (3) optional 12-month extension period(s) that may be added in accordance with the "OPTION TO EXTEND THE CONTRACT TERM" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC, time, on March 2, 2009.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Printing Office, Bid Section, Room C-161, Stop: PPSB, 36 H Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

THIS IS A NEW PROGRAM. THERE IS NO ABSTRACT AVAILABLE.

For information of a technical nature, call Tony Hooks at (202) 512-0303. (No collect calls.)

SECTION 1. – GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/printforms/pdf/terms.pdf>.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008, clause found at <http://www.gpo.gov/printforms/pdf/contractdisputes.pdf>. This June 2008, clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed four (4) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to January 31, 2010, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted “Consumer Price Index For All Urban Consumers – Commodities less Food” (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending October 31, 2008, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

PAPER PRICE ADJUSTMENT: Paper prices charged under this contract will be adjusted in accordance with “Table 6 - Producer Price Indexes and Percent Changes for Commodity Groupings and Individual Items” in Producer Price Indexes report, published by the Bureau of Labor Statistics (BLS), as follows:

1. BLS code 0913 for All Paper will apply to all paper required under this contract.
2. The applicable index figures for the month of January 2009 will establish the base index.
3. There shall be no price adjustment for the first three production months of the contract.
4. Price adjustments may be monthly thereafter, but only if the index varies by an amount (plus or minus) exceeding 5% by comparing the base index to the index for that month which is two months prior to the month being considered for adjustment.
5. Beginning with order placement in the fourth month, index variances will be calculated in accordance with the following formula:

$$\frac{\text{X - base index}}{\text{base index}} \times 100 = \underline{\hspace{1cm}} \%$$

where X = the index for that month which is two months prior to the month being considered for adjustment.

6. The contract adjustment amount, if any, will be the percentage calculated in 5 above less 5%.
7. Adjustments under this clause will be applied to the contractor's bid prices for all line items in the "SCHEDULE OF PRICES" and will be effective on the first day of any month for which prices are to be adjusted.

The Contracting Officer will give written notice to the contractor of any adjustments to be applied to invoices for orders placed during months affected by this clause.

In no event, however, will any price adjustment be made which would exceed the maximum permissible under any law in effect at the time of the adjustment. The adjustment, if any, shall not be based upon the actual change in cost to the contractor, but shall be computed as provided above.

The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this price adjustment clause.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through January 31, 2010, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "ORDERING." The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the procurement of various-sized, white and color copier paper to various VA offices nationwide.

TITLE: Plain Copier, Xerographic Paper.

FREQUENCY OF ORDERS: Approximately 260 orders per year.

QUANTITY: Up to approximately 500 cartons per order.

TRIM SIZE: 8-1/2 x 11", 8-1/2 x 14", and 11 x 17" cut, flat sheets.

GOVERNMENT TO FURNISH: Print order to be furnished via email.

One reproduction proof, Form 905 (R. 6/03), with labeling and marking specifications.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "GOVERNMENT TO FURNISH," necessary to produce the product(s) in accordance with these specifications.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 1, 2008.

Government Paper Specification Standards No. 12 – http://www.gpo.gov/acquisition/paperspecs_vol12.htm.

White and Colored Plain Copier, Xerographic (Qualified Product), basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code O-65. EXCEPTION: Paper will also be required with a basis weight of 24 lbs. and 28 lbs. per 500 sheets.

NOTE: The 24-lb. and 28-lb. paper will only be required in white.

DRILLING: Some orders will require that the cut, flat sheets have three (3) round holes, 1/4" or 5/16" in diameter. Holes are to be 3/8" from the left edge of sheet to the center of the holes. Holes are to be 4-1/4" center to center.

NOTE: Drilling, when ordered, will only be required on orders for 8-1/2 x 11" White Plain Copier, Xerographic paper (20-lb.).

PACKING: Paper shall be wrapped and securely sealed in 500-sheet packages, in moisture-resistant, commercial wrapping (such as material having a vapor transmission rate equal to or less than that of one mil polyethylene).

Pack packages in cartons as follows –

8-1/2 x 11" – Pack 10 packages per carton.

8-1/2 x 14" – Pack eight (8) packages per carton.

11 x 17" – Pack four (4) packages per carton.

Pack 40 cartons per skid or pallet. Cartons shall be securely banded or shrink wrapped on the skid/pallet.

LABELING AND MARKING: All cartons and skids/pallets must be distinctly marked with labels to show the type of paper, brand, quantity, color, size, and weight. All required addressing information or distribution list will be specified with each order.

Any prescribed marking or labeling required for an individual order will be specified with the print order.

A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (1) Name and address of consignor;
- (2) Name and complete address of consignee;
- (3) Government order or requisition number;
- (4) Description of the paper shipped, including item number, quantity, and number of cartons.

When Government inspection and acceptance are at destination and delivered supplies are not marked in accordance with contract requirements above, the Government has the right, without prior notice to the contractor, to perform the required marking, by contract or otherwise, and charge the contractor at the rate of \$40.00 per hour, or fraction thereof.

DISTRIBUTION: Deliver f.o.b. destination for deliveries within the commercial zone of Washington, DC. Ship f.o.b. contractor's city (*reimbursable*) to various addresses nationwide.

NOTE: Approximately 95% of all orders placed will require delivery within the commercial zone of Washington, DC. Each print order placed will require delivery/shipping to only one destination per order.

Complete addresses and quantities will be furnished with each print order.

NOTE: Inside delivery to room number specified is required on all orders. The contractor must call the VA contact official specified on the print order one (1) hour prior to delivery in order to gain access to the building. The contractor must ensure that the delivery personnel obtain the necessary security clearance to access a Government facility. The loading dock sizes for the various VA facilities will vary from 9 feet to 15 feet. The contractor is responsible for verifying this information before making the deliveries.

The contractor MUST furnish all necessary equipment to make inside room deliveries.

For shipments outside the Washington, DC area, the contractor will be reimbursed for all shipping costs by submitting all shipping receipts with the invoice for billing.

Shipments are to be made by small package carrier or by the contractor's own trucks. All shipments must be made by traceable means. A signed receipt is required.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite schedule for pickup of material can be predetermined.

The following schedule begins the workday after receipt of notification of availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Contractor must complete production and distribution within 24 to 72 hours (as specified on the print order) of notification of availability of print order and furnished material.

NOTE: Approximately 40% of all orders placed will require the 24-hour schedule; approximately 30% of all orders placed will require the 48-hour schedule; and, approximately 30% of all orders placed will require the 72-hour schedule.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destinations specified and the date products ordered for shipping f.o.b. contractor's city must be picked up by the small package carrier.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment (or delivery, if applicable). Call 202-512-0516 or 0517; callers outside the Washington, DC, area may call toll free 1-800-424-9470 or 9471.

SECTION 3. – DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one (1) year’s production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the “SCHEDULE OF PRICES.”

- | | | | |
|----|----|-----|--------|
| I. | 1. | (a) | 12,150 |
| | | (b) | 460 |
| | | (c) | 40 |
| | | (d) | 40 |
| | 2. | (a) | 40 |
| | 3. | (a) | 20 |
| | | (b) | 20 |
| | | (c) | 40 |
| | 4. | (a) | 20 |
| | | (b) | 20 |
| | | (c) | 40 |

SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city for all shipping and f.o.b. destination for all other shipments.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

I. MANUFACTURING, PACKING, AND DISTRIBUTION: Prices offered shall include the cost of all required materials and operations necessary for the manufacturing, packing, and distribution of the product listed in accordance with these specifications.

Per Carton

1. *White Plain Copier, Xerographic Paper (20-lb.) –*

- (a) 8-1/2 x 11" without drilling\$_____
- (b) 8-1/2 x 11" with drilling\$_____
- (c) 8-1/2 x 14" without drilling\$_____
- (d) 11 x 17" without drilling.....\$_____

2. *Colored Plain Copier, Xerographic Paper (20-lb.) –*

- (a) 8-12 x 11" without drilling\$_____

3. *White Plain Copier, Xerographic Paper (24-lb.) –*

- (a) 8-1/2 x 11" without drilling\$_____
- (b) 8-1/2 x 14" without drilling\$_____
- (c) 11 x 17" without drilling.....\$_____

(Initials)

Per Carton

4. *White Plain Copier, Xerographic Paper (28-lb.)* –

- (a) 8-1/2 x 11" without drilling\$ _____
- (b) 8-1/2 x 14" without drilling\$ _____
- (c) 11 x 17" without drilling.....\$ _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "SECTION 4. – SCHEDULE OF PRICES," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910, "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder _____

(City - State)

By _____
(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)